

**IN THE SUPREME COURT FOR THE STATE OF ALASKA**

JOHN REEVES AND FAIRBANKS )  
GOLD CO., LLC )

Appellants/Cross-Appellees)

v. )

GODSPEED PROPERTIES, LLC AND )  
GOLD DREDGE 8, LLC )


Appellees/Cross-Appellants)  
\_\_\_\_\_)

Supreme Court No. S-17884/S-17904  
Superior Court 4FA-12-02133CI

**REEVES' NOTICE OF FILING FINAL JUDGMENTS**

In followup to the February 24, 2021 Order, Remand to the Trial Court, this is to give notice that the superior court has entered final judgments. Copies of the final judgments are attached.

Dated this 30<sup>th</sup> day of April, 2021.

  
\_\_\_\_\_  
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Counsel for Appellants/Cross Appellees  
John Reeves & Fairbanks Gold Co. LLC

DECLARATION OF SERVICE

I hereby certify that on the 30th day of April, 2021, a true and correct copy of the foregoing document was provided to the following attorneys/parties of record:

☐Mail ☐Hand Delivery ☐Telefax ☒E-mail

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By: 

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

FOURTH JUDICIAL DISTRICT AT FAIRBANKS

GODSPEED PROPERTIES, LLC,	)
	)
Plaintiff(s)	)
	)
vs.	)
	)
JOHN REEVES and FAIRBANKS	)
GOLD COMPANY, LLC,	)
	)
Defendants.	)
_____	)
	)
JOHN REEVES and FAIRBANKS	)
GOLD COMPANY, LLC,	)
	)
Third-Party Plaintiffs	)
	)
vs.	)
	)
GOLD DREDGE 8, LLC,	)
	)
Third-Party Defendant.	)
_____	)

Case No. 4FA-12-02133 CI

**AMENDED JUDGMENT AND PERMANENT INJUNCTION**  
**(Amending Paragraph 3.a. and 3.b.)**

Based on the Decision on Remand entered on December 13, 2019, the Order Regarding Reasonable Accommodation and Vacating Preliminary Injunction entered on July 3, 2020, and the Order Re: Amending Judgment and Permanent Injunction entered on April 21, 2021, the Judgment and Permanent Injunction entered on July 3, 2020 is amended as follows:

1. No part of the easement crossing MS 1724 has been extinguished by prescription.
2. The preliminary injunction entered in this case on September 10, 2018 is vacated.
3. Godspeed and its related entities and Reeves and his related entities may make the following uses of the easement crossing MS 1724:

- a. Godspeed will, at its sole expense, remove all earthen berms, the steam point field and its railroad tracks from within the 100-foot wide easement by June 15, 2021.
- b. Upon removal of Godspeed's berms, tracks and the steam points from within the easement, Reeves may construct, at his sole expense, a road located within the easement no greater than 60 feet in width. To the extent reasonably possible, the road grade at the existing railway crossings will remain at their current elevations. Godspeed will reimburse Reeves any increased cost Reeves reasonably incurs in constructing the road at the current grade of the crossings. Reeves's road shall be completed no later than March 1, 2022.
- c. Upon Reeves's completion of road construction, Godspeed may, at its sole expense, re-install and maintain its railway tracks at the two current crossing locations and may re-install and maintain earthen berms within the easement. The placement of the berms shall not violate sight distance requirements for vehicles using the road at a lawful speed limit. Godspeed may install and maintain, at its sole expense, any culverting that might be necessary to accommodate ditching related to the road at the railway crossings.
- d. Godspeed may install, at its sole expense, manually operated wooden gates at the railway crossings. At no time may the gates be locked in position across the road. The gates will be operated by Godspeed employees to block the road only when Godspeed's small-gauge railway crosses the road, and will be

immediately re-opened to allow free flow of road traffic after the railway cars clear the crossings. The railway cars shall not stop on the crossings.

- e. Godspeed shall not install any locked gating anywhere within the 100-foot easement without the written consent of Reeves.
- f. If, in the future, Reeves seeks to dedicate the road crossing MS 1724 to the public, and if the existence of the railway tracks increases the cost to Reeves of obtaining acceptance of the public dedication from the Fairbanks North Star Borough or other government agency, or to obtain required permits from any government agency related to the dedication of the road, Godspeed must bear the increased cost, to include the cost of installing and maintaining any improvements required for governmental acceptance of the road's dedication that would not have been incurred but for the presence of the railway crossings within the easement.

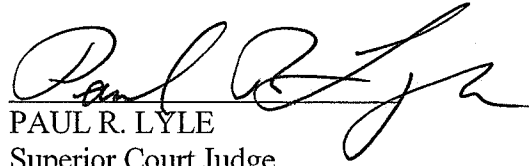
- 4. The Decree Quieting Title and Issuing Clerk's Deed to MS 1724 entered on January 22, 2014, the Clerk's Deed entered on February 4, 2014, the Order entered on December 20, 2013, and the Order . . . Declaring Invalid the 2002 Notice of Reservation of Rights to Egress, Ingress, and Access on All Alaska Gold Co. Properties entered on October 11, 2013—all of which were recorded on February 12, 2014 in Instrument No. 2014-001979-0 Recording District 401 Fairbanks—are vacated.


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5. **PERMANENT INJUNCTION:** Godspeed, its related entities, and their successors and assigns are permanently enjoined from claiming that any portion of the easement across MS 1724 is extinguished by prescription or otherwise as a result of any improvement or area within the easement constructed, maintained or used under the authority of this judgment by Godspeed, its related entities, and their successors and assigns. Godspeed, its related entities, and their successors and assigns are also permanently enjoined from relocating the steam point field anywhere within the easement crossing MS 1724.

Dated this 21<sup>st</sup> day of April, 2021 at Fairbanks, Alaska

  
PAUL R. LYLE  
Superior Court Judge

I certify that on 4/21/21  
copies of this form were sent to  
Findley, Kramer, Sheehan  
Clerk  


IN THE SUPERIOR COURT FOR THE STATE OF ALASKA  
FOURTH JUDICIAL DISTRICT AT FAIRBANKS

GODSPEED PROPERTIES, LLC,	)
	)
Plaintiff(s)	)
	)
vs.	)
	)
JOHN REEVES and FAIRBANKS	)
GOLD COMPANY, LLC,	)
	)
Defendants.	)
_____	)
	)
JOHN REEVES and FAIRBANKS	)
GOLD COMPANY, LLC,	)
	)
Third-Party Plaintiffs	)
	)
vs.	)
	)
GOLD DREDGE 8, LLC,	)
	)
Third-Party Defendant.	)
_____	)

Case No. 4FA-12-02133 CI

**ORDER RE: AMENDING JUDGMENT AND PERMANENT INJUNCTION**

On April 14, 2021, a hearing was held to address amendments to the July 3, 2020 Judgment and Permanent Injunction. Amendment is necessary because the road that the judgment contemplated would be built in summer 2020 was not built.

At the close of the hearing, the court stated it would review the pleadings and evidence to see if the court had overlooked evidence indicating that building the road and dedicating it to the public would take longer than one year as asserted in the affidavit of Albert Macica filed with Mr. Reeves's Motion for Reconsideration of Judgment (filed Jul. 16, 2020).

The court has reviewed Reeves' Affidavit in Response to Godspeed's Proposed Use (dated Jan. 16, 2020), Reeves' Motion for Reconsideration of Judgment (filed Jul. 16, 2020), Godspeed's Motion for Clarification (filed Jul. 16, 2020) and Reeves' response thereto (filed Jul. 27, 2020), and the orders denying both of those motions. The court has also reviewed portions of Mr. Reeves's September 4-5, 2018 testimony at the preliminary injunction hearing and portions of the June 11, 2020 hearing that resulted in the Order Regarding Reasonable Accommodation & Vacating Preliminary Injunction (entered on Jul. 3, 2020).


In September 2018, Mr. Reeves testified that it was possible for him to build a road within the easement through mid-October. He testified that he could construct a gravel road in Fairbanks through the winter; however, he qualified that statement by noting that it makes no financial sense to do so. In his January 16, 2020 affidavit, Mr. Reeves stated he would construct a road through the easement regardless of whether he could dedicate the road to the public. At the June 11, 2020 hearing on whether there could be reasonable accommodation of uses for the dominant and servient estates, Mr. Reeves, through counsel, stated he was ready to immediately build his road regardless of future plans regarding dedication: "Mr. Reeves is ready, if the court lifts the injunction, he will hire a surveyor to survey this road . . . to confirm the location, and he will put in a road and he will start building it and do it either himself or hire someone to do it." These statements were relied upon by the court in forming its Order Regarding Reasonable Accommodation & Vacating Preliminary Injunction and in crafting the provisions of the Judgment and Permanent Injunction.


Based on this review, the court affirms its finding in the Order Denying Reeve's Motion for Reconsideration (entered Sept. 4, 2020) that any claim that Mr. Reeves is unable to begin constructing a road until he gets borough approval of the public dedication of the road was not raised



before the final judgment entered. Paragraph 3.a. of the final judgment will be amended to require Godspeed to remove its improvements from within the easement by June 15, 2021. Paragraph 3.b. of the final judgment will be amended to require Reeves to construct the road by March 1, 2022. The court also affirms its interpretation of paragraph 3.f. of the judgment stated at the April 14, 2021 hearing: If the future costs to Mr. Reeves of dedicating the road to the public are greater than they otherwise would have been as a result of the existence of Godspeed's improvements within the easement area, Godspeed has to bear the increased costs.

Dated this 21<sup>st</sup> day of April, 2021 at Fairbanks, Alaska

  
PAUL R. LYLE  
Superior Court Judge

I certify that on 4/21/21  
copies of this form were sent to  
Findley, Kramer, Sheehan  
Clerk. 

IN THE SUPERIOR COURT FOR THE STATE OF ALASKA

FOURTH JUDICIAL DISTRICT AT FAIRBANKS

GODSPEED PROPERTIES, LLC,	)	
	)	
Plaintiff	)	
	)	
vs.	)	
	)	
JOHN REEVES and FAIRBANKS	)	
GOLD COMPANY, LLC,	)	
	)	
Defendants.	)	
<hr/>		
	)	
JOHN REEVES and FAIRBANKS	)	
GOLD COMPANY, LLC,	)	
	)	
Third-Party Plaintiffs	)	
	)	
vs.	)	
	)	
GOLD DREDGE 8, LLC,	)	
	)	
Third-Party Defendant.	)	
<hr/>		
	)	Case No. 4FA-12-02133 CI

**JUDGMENT FOR ATTORNEY'S FEES AND COSTS**

Defendants and Third-Party Plaintiffs, John Reeves and Fairbanks Gold Company, LLC shall recover attorney's fees and costs against Plaintiff, Godspeed Properties, LLC, Third-Party Defendant, Gold Dredge 8, LLC and the Real Party in Interest, Discovery Tours, LLC, jointly and severally, as follows:

a. Principal Amount of Attorney's Fees: \$158,278.13

b. Costs: \$ 9,402.33

Date Awarded: 4/27/2021

Clerk: Meier

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c. **Total Judgment:**

**\$167,680.46**

d. Post-Judgment Interest Rate: 3.25%

Dated this 27<sup>th</sup> day of April, 2021 at Fairbanks, Alaska

  
PAUL R. LYLE  
Superior Court Judge

I certify that on 4/28/21  
copies of this form were sent to  
McClintock, Findley, Kramer, Sheehan  
Clerk.

(BP)